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lation of the creator's intention. But where the power is general, there is no reason, as regards the donee alone, why he should not be liable on his promise. Damages may therefore be recovered against his estate. *In re Parkin, supra*.

QUASI-CONTRACTS — RIGHTS ARISING FROM MISTAKE OF FACT — RECOVERY FOR BENEFITS CONFERRED UNDER A CONTRACT WITH AN UNAUTHORIZED AGENT. — Plaintiff agreed with the defendant's general manager to make certain improvements on defendant's land in return for a twenty-year lease of the land. The manager had no authority to make such a contract. After the plaintiff had been working on the improvements for about five months, evidently with the defendant's knowledge, defendant offered to give plaintiff a lease for ten years, but no longer. Plaintiff quit work, and sues for the value of the improvements already made. *Held*, that the plaintiff recover. *Underhill v. Rulland R. Co.*, 98 Atl. 1017 (Vt.).

At one time liability in quasi-contract was thought to be based on a form of implied contract. See WOODWARD, QUASI-CONTRACTS, § 4. If this were true, it is obvious that no recovery could be had for services rendered under a void contract, for the contract itself must rebut any inconsistent implication. See dissenting opinion of Ingraham, J., in *Lyon v. West Side Transfer Co.*, 132 App. Div. 777, 117 N. Y. Supp. 648. It is a survival of this idea of implied contract which causes some courts to hold that the defendant must knowingly receive the benefits in order to be liable in quasi-contract. *Spooner v. Thompson*, 48 Vt. 259; *Kelley v. Lindsey*, 7 Gray (Mass.) 287. *Cf. Otis v. Inhabitants of Stockton*, 76 Me. 506. But if the benefits of a contract made by an unauthorized agent were knowingly received, it would usually amount to a ratification of the agent's contract. See MECHEM, AGENCY, 2 ed., §§ 434, 436, n. 16. The true basis of liability in quasi-contract is that the defendant has received a benefit from the plaintiff which it would be inequitable for him to keep; it does not rest on any real contractual obligation whatever. KEENER, QUASI-CONTRACTS, 19. One who receives the fruits of a contract made by an unauthorized agent should therefore be liable irrespective of his knowledge of the transaction, if actually benefited thereby, and it is usually so held. *Reid v. Rigby*, [1894] 2 Q. B. 40; *Leonard v. Burlington, etc. Ass'n*, 55 Iowa 594, 8 N. W. 463. *Cf. Van Deusen v. Blum*, 18 Pick. (Mass.) 229. But *cf. Bond v. Aitkin*, 6 Watts & S. (Pa.) 165. In the principal case there was considerable evidence that the defendant knowingly received the benefits of its agent's contract, so that it might well have been held to have ratified it. *Cf. Clark v. Hyatt*, 118 N. Y. 563, 23 N. E. 891. But if such is not the case, the recovery in quasi-contract is clearly justified. *Hawkins v. Lange*, 22 Minn. 557; *Werre v. Northwest Thresher Co.*, 27 S. D. 486, 131 N. W. 721; *Henrietta National Bank v. Barrett*, 25 S. W. 456 (Tex.).

SALES — TIME OF PASSING OF TITLE — MISTAKE AS TO WHOM GOODS ARE INTENDED FOR. — Seller was owner of 1000 bushels of oats lying in a ship in the harbor. He sold 500 bushels to the plaintiff and 500 to the defendant. Both the plaintiff and the defendant hired the same lighterman, X., to bring their grain to shore. X. got 500 bushels in one of his boats, which he took for the defendant; but the seller intended this grain for the plaintiff, and made out his papers accordingly, one of which, in the nature of a consignment, was delivered to X. but X. did not open it. This load was delivered to the defendant and appropriated by him. X. got the remaining 500 bushels in another boat and the converse mistake occurred. This boat was sunk. The plaintiff sues for the first load of grain. It was found as a fact that neither the seller nor X. was negligent in making the mistake. *Held*, that title to the first load passed to plaintiff. *Denny v. Skelton*, 115 L. T. R. 305.

According to the English law, where the goods are part of an undivided mass